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Sir:

**TERMINAL DISCLAIMER**

I, David B. Newman, Jr., Patent Attorney of record for LinkAir Communications Inc. of Santa Clara, California, represent that LinkAir Communications Inc. is the assignee of record and the exclusive owner of the entire right, title and interest of, in and to application Serial No. 09/763,289, filed on the 22nd day of February 2001 for SPREAD-SPECTRUM MULTIPLE ACCESS CODING METHOD WITH ZERO CORRELATION WINDOW, by virtue of an assignment recorded in the Assignment Records of the U.S. Patent and Trademark Office, on April 21, 2003, at Reel 013985 Frame 0560. A photocopy of this assignment is attached herewith.

LinkAir Communications Inc. hereby states that the evidentiary documents have been reviewed and that, to the best of the assignee's knowledge and belief, title is in the assignee

seeking to take action in the above-captioned application.

U.S. application serial number 09/821,124 is assigned to and commonly owned by LinkAir Communications Inc. by virtue of the assignment, as amended, recorded in the Assignment Records of the U.S. Patent and Trademark Office on April 21, 2003, at Reel 013985 and Frame 0535. A photocopy of this assignment is attached herewith.

U.S. application serial number 09/821,136 is assigned to and commonly owned by LinkAir Communications Inc. by virtue of the assignment, as amended, recorded in the Assignment Records of the U.S. Patent and Trademark Office on April 21, 2003, at Reel 013985 and Frame 0513. A photocopy of this assignment is attached herewith.

U.S. application serial number 10/151,912 is assigned to and commonly owned by LinkAir Communications Inc. by virtue of the assignment, as amended, recorded in the Assignment Records of the U.S. Patent and Trademark Office on April 21, 2003, at Reel 013985 and Frame 0519. A photocopy of this assignment is attached herewith.

LinkAir Communications Inc. hereby disclaims the terminal part of any patent granted on the above-captioned application which would extend beyond the full-term expiration date, as defined in 35 U.S.C. § 154, of any patent issuing from U.S. application serial number 09/821,124, U.S. application serial number 09/821,136, and U.S. application serial number 10/151,912, and hereby agrees that any patent so granted on the above-captioned application shall be enforceable only for and

during such period that the legal title to said patent shall be the same as the legal title to any patent issuing from U.S. application serial number 09/821,124, U.S. application serial number 09/821,136, and U.S. application serial number 10/151,912; whereby the patent to be granted on the above-captioned application will expire not later than the full-term expiration date, as provided by 35 U.S.C. § 154, of any patent issuing from U.S. application serial number 09/821,124, U.S. application serial number 09/821,136, and U.S. application serial number 10/151,912, with "full-term" referring to that period of time during which any patent issuing from U.S. application serial number 09/821,124, U.S. application serial number 09/821,136, and U.S. application serial number 10/151,912, would be enforceable if all required fees were timely paid in connection therewith, whether or not such required fees are in fact paid, provided that the patent to be granted on the above-captioned application shall expire immediately if it ceases to be commonly owned with any patent issuing from U.S. application serial number 09/821,124, U.S. application serial number 09/821,136, and U.S. application serial number 10/151,912, and further provided this agreement to run with any patent granted on the above-captioned application and to be binding upon the grantee, its successors or assigns.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false

statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

LinkAir Communications, Inc.

By: 

Date: October 12, 2004

David B. Newman, Jr.  
Patent Attorney  
Registration No. 30,966

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